

## **General Conditions of Purchase**

All orders of H&S Kabeltechnik GmbH are without exception based on the following general conditions of purchase, unless special written agreements have been made. By accepting our order, any sales and delivery conditions stated in your order confirmation for the execution of this order will expire, even if your order confirmation or delivery conditions have not been contradicted by us, unless they have been particularly accepted by us in writing.

- 1) Orders must be confirmed in writing within five working days, whereby the confirmation must include the order number, all article numbers of the client, binding delivery dates and prices. If the supplier does not confirm the order within five working days or reject in writing within five working days after receipt of the order, it is understood as a confirmation. Deviations from the order must be clearly highlighted in the order confirmation and require our written approval for mutual legal validity.
- 2) Early deliveries are only permitted with our approval, however the time for payment start only with the delivery date specified by us. Partial deliveries will not be accepted unless they are clearly requested by us. If the contractor does not keep to the delivery date for reasons attributable to the contractor and as a consequence the contractor is in default of delivery, the client will be entitled to demand compensation for damages. This compensation covers all costs, which will occur to the client. Any delivery problems must be reported to us immediately in writing or electronically. The supplier is liable for damages caused because of the non-timely notification. Deliveries must include a delivery note, on which the order number, article number(s) of the client and quantities are stated. The shipment will not be accepted without a delivery note and stored at the risk and expense of the contractor.  
In the event that the quantity of the delivered items does not correspond to the quantity specified in the order, the Customer shall be entitled to initiate one of the following measures:
  - a) Acceptance of the delivery and accordingly adjustment of the order.
  - b) (Oversupplied) Request to the contractor to pick up the goods at his own expense or the shipment will be returned by the customer, whereby the costs of transport, storage and handling will be charged to the contractor.
  - c) (Undersupplied) Request to the contractor to deliver the goods immediately in addition or the customer will be allowed to charge any additional costs if the goods has to be purchased from another contractor.
- 3) The contractor guarantees that the delivered articles are new, of the highest quality and not faulty. Defects can be claimed within 24 months from receipt of the goods by the client. The client is entitled to arrange the following measures in addition to any claims for damages.
  - a) The customer is entitled to purchase replacement articles at the contractor's expense. Moreover the faulty product must be picked up immediately by the contractor.
  - b) The customer is entitled to refuse delivery in whole or in part without accepting a replacement.
- 4) The payment of the goods takes place after complete receipt of the goods according to the agreed payment conditions. If there is no agreement, there will be 14 days 3% cash discount, 60 days net. The settlement of the invoice is not a confirmation of a flawless delivery and therefore no waiver of any claims.  
We reserve the right to offset existing counterclaims in the payment.

The maximum amount of default interest is limited to 5% regardless of the reason.

- 5)** The contract parties mutually obligate to keep secret confidential information. „Confidential information“ means all economic, technological, scientific, proprietary and other internal information of the contract parties regarding business strategies, intellectual property rights, development and production, which are already communicated or communicated during the term of contract.

Excluded from the obligation of secrecy is the following information of a contract party:

- (a) which were already in the possession of the other Party prior to handover by that Party,
- (b) which were already in the public domain at the time of their transfer,
- (c) which, after their transfer, become public knowledge by publication or in any other way, unless this occurs as a result of a breach by one of the Contracting Parties of the confidentiality obligation set forth in this Agreement.

The contractor must indemnify and hold the client harmless from any allegations, claims, lawsuits and other disputes concerning alleged infringement of patent rights, trademark rights, design rights, copyrights or other intellectual property rights of third parties in connection with articles delivered by the contractor.

- 6)** The supplier confirms to pay close attention to national, European and international developments concerning ethical, social and environmental standards. The supplier's procurement strategy therefore supports international efforts to ban and control the extraction and trading of conflict minerals (as tantalum, tin, tungsten and gold) originating in the Democratic Republic of Congo and neighbouring countries. An appropriate continuity in the supply chain must be given anytime
- 7)** Should be individual regulations of this contract be void or unenforceable before or after the conclusion of the contract, the validity of the other regulations in the contract remain unaffected. The void or unenforceable regulation should be replaced by an effective and enforceable one, which correspond to the economic purpose pursued by the contract parties with the void or unenforceable regulation. The above regulations will apply mutatis mutandis, if the contract will turn out to be incomplete.
- 8)** The contract is subject to Austrian law, excluding its conflict of law rules of the international private law and the UN Sales Convention. Place of jurisdiction is Schärding.